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SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

October 31, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of October 3, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board under Recordation Number 24207.

The names and addresses of the parties to the enclosed document are:

Sellers: ATEL Leasing Corporation, not individually but as
Trustee and
ATEL Capital Equipment Fund VIII, LLC
235 Pine Street, 6th Floor
San Francisco, CA 94104

Buyer: Chicago Freight Car Leasing Company
One O'Hare Center Suite 5010
6250 North River Road
Rosemont, IL 60018

Mr. Vernon A. Williams

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A description of the railroad equipment covered by the enclosed document is:

292 railcars: KCS 312248 and KCS 312249; and 290 cars within the series KCS 312250 – KCS 312549 as more particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

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ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

This **ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of October 3, 2006 (this "Agreement"), is between is between ATEL LEASING CORPORATION, a California corporation, not in its individual capacity, but solely as Trustee of the Current Trust (defined in the Purchase Agreement), whose sole beneficiary is ATEL Capital Equipment Fund VIII, LLC, ("Owner") a California limited liability company (the "Trustee" and "Owner" hereinafter each a "Seller" and together, the "Sellers")), and CHICAGO FREIGHT CAR LEASING CO., and its successors and permitted assigns (the "Buyer").

WITNESSETH:

WHEREAS, the Buyer and the Sellers have entered into that certain Purchase Agreement, dated as of September 29, 2006 (the "Purchase Agreement"), providing for the purchase of the Leased Equipment and assumption by the Buyer from the Sellers of the Kansas City Southern Railway Leases, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Sellers and the Buyer to effect such purchase and assignment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

1. Definitions. Capitalized terms used herein without definition shall have the meanings assigned to them in Section 6 of this Agreement.
2. Assignment. Each Seller hereby assigns and delegates to the Buyer all of each Seller's rights and obligations under the Kansas City Southern Railway Leases and Operative Agreements, as defined in the Purchase Agreement. This assignment does not include assignment to Buyer of Seller's rights under the Current Trust Agreement. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any rights to indemnification for tax and other matters which arose or may arise from or be related to any event or circumstance occurring or in existence on or prior to the Closing.
3. Acceptance of Assignment; Assumption of Obligations; Effect of Assignment. The Buyer hereby accepts the assignment contained in Section 2 hereof and, on and after the Closing, assumes all obligations of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Kansas City Southern Railway Leases. The Buyer shall be deemed to stand in the place of the Seller for all purposes under the Kansas City Southern Railway Leases, and each reference in the Kansas City Southern Railway Leases to the Seller shall, after the Closing, be deemed to mean the Buyer. The Seller, on and after the Closing, is released of all obligations of the Seller under the Kansas City Southern Railway Leases, except for those representations and warranties, covenants and indemnities which survive the termination of the Kansas City Southern Railway Leases. The Buyer does not assume, and shall not be responsible for, any obligation or liability (i) which arose or may arise

from or be related to any event or circumstance occurring or in existence at or prior to the Closing, or (ii) arising from or related to any breach by the Seller or any of its obligations under the Kansas City Southern Railway Leases.

4. Representations as to Applicable Law. To the best of its knowledge, each Seller represents and warrants that the sale of the Leased Equipment and the assignment and assumption of the Kansas City Southern Railway Leases as contemplated by the Purchase Agreement and effected hereby do not violate any provision of any applicable license, judgment, order, statute, law or regulation or create a relationship which would be in violation of any thereof. To the best of its knowledge, the Buyer represents and warrants that the transfer of the Leased Equipment and the assignment and assumption of the Kansas City Southern Railway Leases as contemplated by the Purchase Agreement and effected hereby do not violate any provision of any applicable license, judgment, order, statute, law or regulation or create a relationship which would be in violation of any thereof.

5. Representations and Warranties of Buyer. The Buyer represents and warrants that:

(a) The Buyer is a corporation validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to enter into, execute and deliver this Agreement and the Purchase Agreement, and to perform each and all matters and things required to be observed or performed by it hereunder and thereunder and under the Kansas City Southern Railway Leases;

(b) This Agreement and the Purchase Agreement have been duly authorized, and when this Agreement and the Purchase Agreement have been executed and delivered by the Buyer, this Agreement, the Purchase Agreement and the Kansas City Southern Railway Leases will constitute the legal, valid and binding obligations, contracts and agreements of the Buyer enforceable in accordance with their respective terms, except as such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally;

(c) No approval, consent, or withholding of objection on the part of any federal, state or other Governmental Body with respect to the Buyer is necessary in connection with the lawful execution and delivery of this Agreement or the Purchase Agreement or the carrying out by the Buyer of any of the transactions contemplated hereby or thereby or by the Kansas City Southern Railway Leases;

(d) There are no actions, suits or proceedings at law or in equity or by or before any Governmental Body or other agency pending against, or, to the knowledge of the Buyer, threatened against the Buyer which would question the right, power or authority of the Buyer to enter into or perform this Agreement, the Purchase Agreement or the Kansas City Southern Railway Leases or which would have a Material adverse effect on the ability of the Buyer to fulfill its obligations hereunder or thereunder; and

(e) The entering into of the Purchase Agreement and this Agreement by

the Buyer and the performance of the Buyer of the Purchase Agreement, this Agreement and the Kansas City Southern Railway Leases will not violate any provision of the Buyer's certificate of incorporation or any judgment, order, law or regulation applicable to it or result in the creation or imposition of any lien, charge, security interest or other encumbrance upon the Leased Equipment or the Kansas City Southern Railway Leases or result in any breach of, or constitute a default under any indenture, mortgage, deed of trust, bank loan, credit agreement, loan agreement or other instrument to which it or any of its affiliates is a party or by which it or its assets may be bound.

6. Definitions. Except as otherwise specified or as the context may otherwise require, the following terms have the respective meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Closing: the closing of the transaction contemplated by this Agreement.

Lessee: The Kansas City Southern Railway Company.

Material: any act, event or occurrence, the result of which: (a) limits or has the potential for limiting the ability of either the Seller or the Buyer to (i) transfer title to the Leased Equipment and assign the Kansas City Southern Railway Leases free of any adverse claim not disclosed herein, (ii) realize the full economic benefit of the Leased Equipment and Kansas City Southern Railway Leases in any manner, including, but not limited to, its interest in rental payments, and indemnity payments; or (b) causes either the Buyer or the Seller to incur any harm, injury, or loss, whether pecuniary or otherwise, including, without limitation, costs incurred or suffered in the prosecution or defense of any claim or action where such harm, injury, or loss results in damages or costs in excess of \$500, or the equivalent in non-economic damages.

7. Amendments. No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

8. Notices. All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Article X Section X. 5 of the Purchase Agreement.

9. Headings. The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

10. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal, substantive laws of the State of California without

giving effect to the conflict of law rules thereof.

12. Entire Agreement. This Agreement and the Purchase Agreement (together with Exhibits and Schedules hereto and thereto) represent the entire agreement of the parties hereto with respect to the subject matter hereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

13. Recordation. The Seller agrees to record this Agreement with the Surface Transportation Board and Registrar General of Canada to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Kansas City Southern Railway Leases.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed by the parties hereto as of the date first above written.

SELLERS:

**ATEL Leasing Corporation, not individually, but as Trustee
For the benefit of ATEL Capital Equipment Fund VIII, LLC**

ATEL LEGAL DEPARTMENT
**APPROVED
AS TO FORM**

BY: KBJ

By: [Signature]
Name:
Title:

ATEL Capital Equipment Fund VIII, LLC

By: ATEL Financial Services, its Manager
By: ATEL Leasing Corporation, its Manager

By: [Signature]
Name:
Title:

BUYER:

Chicago Freight Car Leasing Company

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed by the parties hereto as of the date first above written.

SELLERS:

**ATEL Leasing Corporation, not individually, but as Trustee
For the benefit of ATEL Capital Equipment Fund VIII, LLC**

By: _____

Name:

Title:

ATEL Capital Equipment Fund VIII, LLC

By: ATEL Financial Services, its Manager

By: ATEL Leasing Corporation, its Manager


By: _____

Name:

Title:

BUYER:

Chicago Freight Car Leasing Company

By: 

Name: *FRED R. SASSER*

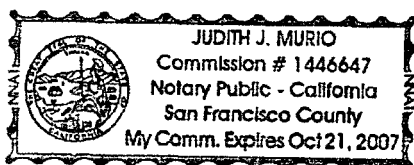
Title: *PRESIDENT*

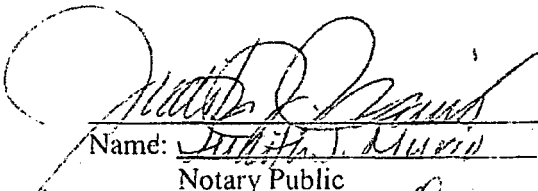
State of California)

County of San Francisco) ss.

On this, the 2nd day of October, 2006, before me, a Notary Public in and for said County and State, personally appeared Dan. Cash, personally known to me, whose name is subscribed to this instrument and acknowledged to me that he executed the same on such day in his capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have set my hand and official seal on the date above mentioned.




Name: Judith J. Murio
Notary Public
My Commission Expires: Oct. 21, 2007

(Notarial Seal)

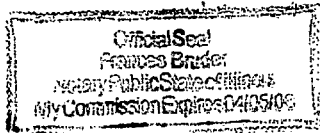
State of ILLINOIS)

) ss.

County of COOK)

On this, the 2nd day of OCTOBER, ~~19~~²⁰⁰⁶, before me, a Notary Public in and for said County and State, personally appeared FRED SASSER, personally known to me, whose name is subscribed to this instrument and acknowledged to me that he executed the same on such day in his capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have set my hand and official seal on the date above mentioned.



Frances Bruder
Name: FRANCES BRUDER
Notary Public
My Commission Expires: 04/05/08

(Notarial Seal)

	Lease No.	Asset ID	Manufacturer	Equipment Description	Serial No.
1	08KCSR1002	14248	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312248
2	08KCSR1002	13949	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312249
3	08KCSR1001	14019	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312250
4	08KCSR1001	13938	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312251
5	08KCSR1001	14145	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312252
6	08KCSR1001	14094	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312253
7	08KCSR1001	14032	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312255
8	08KCSR1001	14024	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312256
9	08KCSR1001	13915	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312257
10	08KCSR1001	14087	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312258
11	08KCSR1002	14396	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312259
12	08KCSR1002	13843	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312260
13	08KCSR1002	14385	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312261
14	08KCSR1002	13853	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312262
15	08KCSR1002	14273	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312263
16	08KCSR1002	14406	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312264
17	08KCSR1002	14149	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312265
18	08KCSR1002	14148	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312266
19	08KCSR1002	14395	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312267
20	08KCSR1002	13909	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312269
21	08KCSR1002	14125	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312270
22	08KCSR1001	14139	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312271
23	08KCSR1001	14229	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312272
24	08KCSR1001	14080	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312273
25	08KCSR1001	14157	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312274
26	08KCSR1001	13972	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312276
27	08KCSR1001	14021	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312277
28	08KCSR1001	14198	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312278
29	08KCSR1001	14236	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312279
30	08KCSR1001	14105	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312280
31	08KCSR1001	14259	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312281
32	08KCSR1002	13624	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312282
33	08KCSR1002	14214	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312283
34	08KCSR1002	14212	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312284
35	08KCSR1002	14066	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312285
36	08KCSR1002	14037	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312286
37	08KCSR1002	13953	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312287
38	08KCSR1002	13955	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312288
39	08KCSR1002	14098	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312289
40	08KCSR1002	13847	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312290
41	08KCSR1002	14237	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312291
42	08KCSR1002	14264	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312292
43	08KCSR1001	13925	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312293
44	08KCSR1001	13965	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312294
45	08KCSR1001	14110	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312295
46	08KCSR1001	14003	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312296
47	08KCSR1001	14133	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312297
48	08KCSR1001	13923	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312298
49	08KCSR1001	13931	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312299
50	08KCSR1001	13997	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312300
51	08KCSR1001	14071	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312301

Car No.	Lease No.	Asset ID	Manufacturer	Equipment Description	Serial No.
52	08KCSR1001	13975	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312302
53	08KCSR1001	14076	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312303
54	08KCSR1001	14093	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312304
55	08KCSR1001	13988	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312305
56	08KCSR1001	14116	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312306
57	08KCSR1001	13916	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312307
58	08KCSR1001	14065	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312308
59	08KCSR1001	14045	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312309
60	08KCSR1001	14043	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312310
61	08KCSR1001	14048	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312311
62	08KCSR1001	14128	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312312
63	08KCSR1001	13896	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312313
64	08KCSR1001	14068	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312314
65	08KCSR1001	13895	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312315
66	08KCSR1001	13911	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312316
67	08KCSR1001	13902	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312317
68	08KCSR1001	14104	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312318
69	08KCSR1001	14082	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312319
70	08KCSR1001	13986	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312320
71	08KCSR1001	14002	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312321
72	08KCSR1001	14095	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312322
73	08KCSR1001	14154	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312323
74	08KCSR1001	14151	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312324
75	08KCSR1001	14158	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312325
76	08KCSR1001	13940	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312326
77	08KCSR1001	13932	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312327
78	08KCSR1001	14036	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312328
79	08KCSR1001	14134	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312329
80	08KCSR1001	13994	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312330
81	08KCSR1001	14152	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312331
82	08KCSR1001	14242	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312333
83	08KCSR1001	13832	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312334
84	08KCSR1001	14078	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312335
85	08KCSR1001	14103	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312336
86	08KCSR1001	14172	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312337
87	08KCSR1001	13900	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312338
88	08KCSR1001	14092	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312339
89	08KCSR1001	14164	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312340
90	08KCSR1001	14131	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312341
91	08KCSR1001	14215	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312342
92	08KCSR1001	13979	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312343
93	08KCSR1001	14072	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312344
94	08KCSR1001	14052	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312345
95	08KCSR1001	14067	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312346
96	08KCSR1001	14064	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312347
97	08KCSR1001	13981	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312348
98	08KCSR1001	13968	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312349
99	08KCSR1001	13929	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312350
100	08KCSR1001	14250	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312351
101	08KCSR1001	14185	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312352
102	08KCSR1001	14060	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312353
103	08KCSR1002	13908	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312354

Car No.	Lease No.	Asset ID	Manufacturer	Equipment Description	Serial No.
104	08KCSR1001	13954	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312355
105	08KCSR1001	14051	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312356
106	08KCSR1001	14119	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312357
107	08KCSR1001	14347	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312359
108	08KCSR1001	13897	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312360
109	08KCSR1001	14159	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312361
110	08KCSR1001	13956	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312362
111	08KCSR1001	13926	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312363
112	08KCSR1001	14034	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312364
113	08KCSR1001	14412	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312365
114	08KCSR1001	14326	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312366
115	08KCSR1001	14033	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312367
116	08KCSR1001	14001	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312368
117	08KCSR1001	13935	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312369
118	08KCSR1001	14055	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312370
119	08KCSR1001	14187	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312371
120	08KCSR1001	14189	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312372
121	08KCSR1001	14140	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312373
122	08KCSR1001	13950	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312374
123	08KCSR1001	14009	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312376
124	08KCSR1001	13647	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312377
125	08KCSR1001	14336	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312378
126	08KCSR1001	14302	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312379
127	08KCSR1001	13918	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312380
128	08KCSR1001	13933	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312381
129	08KCSR1001	13995	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312382
130	08KCSR1001	14194	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312383
131	08KCSR1001	14379	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312384
132	08KCSR1001	13590	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312385
133	08KCSR1002	14112	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312386
134	08KCSR1002	13905	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312387
135	08KCSR1002	14122	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312388
136	08KCSR1002	13913	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312389
137	08KCSR1001	14195	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312390
138	08KCSR1001	14181	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312391
139	08KCSR1001	13977	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312392
140	08KCSR1001	14053	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312393
141	08KCSR1001	14030	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312394
142	08KCSR1001	14091	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312395
143	08KCSR1001	14101	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312396
144	08KCSR1001	14115	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312397
145	08KCSR1001	14017	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312398
146	08KCSR1001	13963	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312399
147	08KCSR1001	14054	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312400
148	08KCSR1001	14081	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312401
149	08KCSR1001	13996	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312402
150	08KCSR1001	13999	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312403
151	08KCSR1001	14088	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312404
152	08KCSR1001	13846	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312406
153	08KCSR1001	14183	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312407
154	08KCSR1001	13834	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312408
155	08KCSR1002	13980	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312409

Car No.	Lease No.	Asset ID	Manufacturer	Equipment Description	Serial No.
156	08KCSR1002	14163	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312410
157	08KCSR1002	14013	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312411
158	08KCSR1002	14010	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312412
159	08KCSR1002	14426	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312413
160	08KCSR1002	13898	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312414
161	08KCSR1002	14058	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312415
162	08KCSR1002	13937	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312416
163	08KCSR1002	14434	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312417
164	08KCSR1002	13910	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312418
165	08KCSR1002	14097	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312419
166	08KCSR1002	14156	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312420
167	08KCSR1002	14393	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312421
168	08KCSR1001	13917	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312422
169	08KCSR1002	14042	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312423
170	08KCSR1001	14011	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312424
171	08KCSR1002	14015	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312425
172	08KCSR1002	14049	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312427
173	08KCSR1001	14031	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312428
174	08KCSR1001	14254	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312429
175	08KCSR1002	14295	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312430
176	08KCSR1002	14029	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312431
177	08KCSR1002	14020	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312432
178	08KCSR1001	14046	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312433
179	08KCSR1002	14389	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312434
180	08KCSR1002	14415	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312435
181	08KCSR1002	14132	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312436
182	08KCSR1002	14004	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312437
183	08KCSR1002	14309	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312438
184	08KCSR1002	14008	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312439
185	08KCSR1002	14375	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312440
186	08KCSR1002	13970	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312441
187	08KCSR1002	14325	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312442
188	08KCSR1001	14126	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312443
189	08KCSR1002	14121	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312444
190	08KCSR1001	13951	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312445
191	08KCSR1001	14333	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312446
192	08KCSR1001	14355	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312447
193	08KCSR1001	14155	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312448
194	08KCSR1001	14040	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312449
195	08KCSR1002	13836	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312450
196	08KCSR1002	14176	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312451
197	08KCSR1002	14204	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312452
198	08KCSR1002	13840	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312453
199	08KCSR1002	14294	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312454
200	08KCSR1002	13976	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312455
201	08KCSR1002	14425	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312456
202	08KCSR1002	14262	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312457
203	08KCSR1002	14399	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312458
204	08KCSR1002	14144	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312459
205	08KCSR1002	14012	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312460
206	08KCSR1002	14394	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312461
207	08KCSR1002	14327	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312462

Car No.	Lease No.	Asset ID	Manufacturer	Equipment Description	Serial No.
208	08KCSR1002	14427	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312463
209	08KCSR1002	14070	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312464
210	08KCSR1002	13930	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312465
211	08KCSR1002	14410	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312466
212	08KCSR1002	14342	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312467
213	08KCSR1002	14192	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312468
214	08KCSR1002	14276	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312469
215	08KCSR1002	14288	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312470
216	08KCSR1002	14257	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312471
217	08KCSR1002	14271	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312472
218	08KCSR1002	13993	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312473
219	08KCSR1002	14135	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312474
220	08KCSR1002	13845	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312475
221	08KCSR1002	14416	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312476
222	08KCSR1002	14231	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312477
223	08KCSR1002	14018	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312478
224	08KCSR1002	14230	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312479
225	08KCSR1002	14023	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312480
226	08KCSR1002	14168	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312481
227	08KCSR1002	14130	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312482
228	08KCSR1001	14086	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312483
229	08KCSR1002	14028	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312484
230	08KCSR1002	14235	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312485
231	08KCSR1002	13914	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312486
232	08KCSR1002	14424	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312487
233	08KCSR1001	14411	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312488
234	08KCSR1001	13990	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312489
235	08KCSR1002	14400	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312490
236	08KCSR1002	14077	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312491
237	08KCSR1002	14255	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312492
238	08KCSR1002	14423	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312493
239	08KCSR1002	14005	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312494
240	08KCSR1002	13848	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312495
241	08KCSR1002	14265	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312496
242	08KCSR1002	14392	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312497
243	08KCSR1002	14106	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312498
244	08KCSR1002	13831	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312499
245	08KCSR1002	14069	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312500
246	08KCSR1002	14418	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312501
247	08KCSR1002	14417	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312502
248	08KCSR1002	14278	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312503
249	08KCSR1002	14100	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312504
250	08KCSR1002	13864	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312505
251	08KCSR1002	13835	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312506
252	08KCSR1002	14167	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312507
253	08KCSR1002	14127	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312508
254	08KCSR1002	14258	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312509
255	08KCSR1002	14391	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312510
256	08KCSR1002	14435	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312511
257	08KCSR1002	14361	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312512
258	08KCSR1002	14240	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312513
259	08KCSR1002	14270	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312514

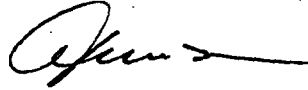
Car No.	Lease No.	Asset ID	Manufacturer	Equipment Description	Serial No.
260	08KCSR1002	14329	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312515
261	08KCSR1002	14165	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312516
262	08KCSR1002	14141	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312517
263	08KCSR1002	14146	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312518
264	08KCSR1002	14107	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312519
265	08KCSR1002	14056	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312520
266	08KCSR1002	14059	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312522
267	08KCSR1001	14171	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312523
268	08KCSR1002	14196	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312524
269	08KCSR1002	14216	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312525
270	08KCSR1002	14253	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312526
271	08KCSR1002	13966	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312527
272	08KCSR1002	14208	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312528
273	08KCSR1002	14282	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312529
274	08KCSR1002	14035	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312530
275	08KCSR1002	13973	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312531
276	08KCSR1002	14245	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312532
277	08KCSR1002	14225	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312533
278	08KCSR1002	13939	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312534
279	08KCSR1002	14246	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312535
280	08KCSR1002	14249	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312536
281	08KCSR1002	14234	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312537
282	08KCSR1002	13920	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312538
283	08KCSR1002	14026	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312540
284	08KCSR1002	14063	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312541
285	08KCSR1001	14108	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312542
286	08KCSR1001	14150	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312543
287	08KCSR1001	14223	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312544
288	08KCSR1001	14180	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312545
289	08KCSR1001	14285	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312546
290	08KCSR1002	14190	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312547
291	08KCSR1002	14006	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312548
292	08KCSR1002	13989	PULLMAN	JUMBO COVERED HOPPER RAILCAR	KCS312549

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

10/31/06



Robert W. Alvord